

COUNTY COUNCIL

OF

HARFORD COUNTY, MARYLAND

BILL NO. 07-29

Introduced by Council President Boniface at the request of the County Executive

Legislative Session Day No. 07-23

Date: August 21, 2007

A BILL approving and providing for a multi-year Installment Purchase Agreement by Harford County, Maryland (the "County") to acquire development rights in up to 115 acres of agricultural land located at 931 Coen Road, Street, Maryland 21154 from Thomas P. Ensor and Charlotte A. Ensor, or any other owner thereof for a maximum purchase price of the lesser of \$1,620,000.00 or \$12,113.53 per acre or portion thereof but equal to the lesser of the maximum easement per acre value or the maximum development right value but not in excess of the maximum per acre cap as determined pursuant to Bill No. 07-05 passed by the County Council of Harford County, Maryland on April 10, 2007, approved by the County Executive of the County on April 11, 2007 and effective on June 10, 2007 (the "Agricultural Land Preservation Act"); providing that the County's obligation to pay such purchase price and interest thereon shall be a full faith and credit general obligation of the County; providing for the levying of taxes for such payments; authorizing the County Executive to make modifications in such Agreement under certain circumstances; providing for and determining various matters in connection therewith.

By the Council,

Introduced, read first time, ordered posted and public hearing scheduled

on: September 18, 2007

at: 7:00 p.m.

By Order: Barbara J. O'Connor, Council Administrator

PUBLIC HEARING

Having been posted and notice of time and place of hearing and title of Bill having been published according to the Charter, a public hearing was held on September 18, 2007, and concluded on September 18, 2007.

Barbara J. O'Connor, Council Administrator

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW. [BRACKETS] indicate matter deleted from existing law. Underlining indicates language added to Bill by amendment. Language lined through indicates matter stricken out of Bill by amendment.

RECITALS

In accordance with the provisions of Section 524 of the Charter of Harford County (the "Charter"), the Annual Budget and Appropriation Ordinance of Harford County, Maryland (the "County") for fiscal year 2008, Bill No. 07-13 (the "Budget Ordinance") includes a project permitting the County to enter into installment purchase agreements to acquire development rights in agricultural lands located within the County, which Budget Ordinance was adopted by the County Council of Harford County, Maryland (the "County Council"), in accordance with the Charter.

Section 520 of the Charter provides that "any contract, lease or other obligation in excess of three thousand dollars (\$3,000) requiring the payment of funds from the appropriations of a later fiscal year shall be authorized by legislative act", and Section 524 of the Charter provides that the County may incur debt and pursuant to the Agricultural Land Preservation Act, the County has been authorized and empowered to enter into installment purchase agreements to purchase easements for agricultural land preservation purposes.

The Agricultural Land Preservation Act provides that after review by the Harford County Agricultural Advisory Board in accordance with the County's Easement Priority Ranking System and approval by the Harford County Board of Estimates, the County Council, may approve and provide for the acquisition of the development rights in each particular parcel of agricultural land, as defined in the Authorizing Act.

Attached to this Bill as Exhibit A is an application to sell a development rights easement signed by the landowner where agricultural land is the subject of this Bill.

Attached to this Bill as Exhibit B are records of The Harford County Agricultural Advisory Board evaluating all applications to offer development right easements to the County, with each application ranked pursuant to the County's easement priority ranking system.

1 The County has now determined to enter into an Installment Purchase Agreement with
2 Thomas P. Ensor and Charlotte A. Ensor, or any other person who is or becomes the owner of all
3 or any portion of the Land (hereinafter defined) prior to execution and delivery of such
4 Agreement, in order to acquire the development rights in approximately 115 acres, more or less, of
5 agricultural land located at 931 Coen Road, Street, Maryland 21154 within the County for an
6 aggregate purchase price of \$1,620,000.00, plus interest thereon, the actual amount of the
7 purchase price to be equal to the lesser of such maximum amount or \$12,113.53 times the number
8 of acres in such land, upon the terms and conditions hereinafter set forth, the actual purchase price
9 to be determined in accordance with the Agricultural Land Preservation Act.

10 NOW, THEREFORE:

11 SECTION 1. BE IT ENACTED BY THE COUNTY COUNCIL OF HARFORD
12 COUNTY, MARYLAND, That

13 (a) Harford County, Maryland (the "County") shall enter into an Installment
14 Purchase Agreement (the "Installment Purchase Agreement") with Thomas P. Ensor and Charlotte
15 A. Ensor, or any person who is or becomes the owner of all or any portion of the Land (hereinafter
16 defined) prior to the execution and delivery of the Installment Purchase Agreement (the "Seller")
17 in order to acquire the development rights in approximately 115 acres of land, more or less,
18 located at 931 Coen Road, Street, Maryland 21154 within the County (the "Land"), for an
19 aggregate purchase price not in excess of \$1,620,000.00 (the "Purchase Price"), plus interest
20 thereon as hereinafter provided; provided that the actual amount of the Purchase Price shall be
21 equal to the lesser of such maximum amount or \$12,113.53 multiplied by the number of acres in
22 the Land, but equal to the lesser of the maximum easement per acre value or the maximum
23 development right value but not in excess of the maximum per acre cap as determined pursuant to
24 the Agricultural Land Preservation Act. The aggregate Purchase Price shall be set forth in an

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1 Agreement of Sale between the County and the Seller, and the deferred portion of the Purchase
2 Price not paid at closing, shall be set forth in the Installment Purchase Agreement hereinabove
3 described;

4 (b) The Installment Purchase Agreement shall be in substantially the form
5 attached hereto as Exhibit C and made a part hereof, and in such form the Installment Purchase
6 Agreement is hereby approved as to form and content. The Installment Purchase Agreement shall
7 be dated as of the date of its execution and delivery by the County and the Seller (the "Closing
8 Date");

9 (c) A portion of the Purchase Price, in the amount determined as hereinafter
10 provided, shall be paid in cash on the Closing Date. The balance of the Purchase Price shall be
11 paid to the Seller in each year thereafter to and including a date not more than thirty (30) years
12 after the Closing Date. The dates on which each such installment is payable shall be determined
13 by the County Executive and the Treasurer and shall be inserted in the form of the Installment
14 Purchase Agreement attached hereto as Exhibit C;

15 (d) Interest on the unpaid balance of the Purchase Price shall accrue from the
16 Closing Date and shall be payable at least annually in each year, commencing on the first of such
17 dates to follow the Closing Date and continuing to and including a date not more than thirty (30)
18 years after the Closing Date at an interest rate equal to the yield on U.S. Treasury STRIPS
19 maturing on the date next preceding the final maturity date in the Installment Purchase Agreement
20 determined as of the business day preceding the Closing Date and rounded to the next highest
21 0.05% per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day
22 months;

1 (e) The County's obligation to make payments of the Purchase Price under the
2 Installment Purchase Agreement and to pay interest thereon is and shall be a general obligation of
3 the County and is and shall be made upon its full faith and credit.

4 SECTION 2. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
5 HARFORD COUNTY, MARYLAND,

6 That it is hereby found and determined that:

7 (a) The acquisition of the development rights in the Land as set forth in Section
8 1 of this Bill and in the form of the Installment Purchase Agreement attached hereto as Exhibit C
9 is in the best interests of the County;

10 (b) The Installment Purchase Agreement is a contract providing for the
11 payment of funds at a time beyond the fiscal year in which it is made and requires the payment of
12 funds from appropriations of later fiscal years;

13 (c) Funds for the payment of the Purchase Price under the Installment Purchase
14 Agreement are included in the Budget Ordinance, As Amended;

15 (d) The County shall acquire the development rights in the Land in perpetuity;

16 (e) The Purchase Price is within the legal limitation on the indebtedness of the
17 County as set forth in Article 25A, § 5(P) of the Annotated Code of Maryland;

18 (f) The cost of acquiring the development rights in the Land is equal to the
19 Purchase Price;

20 (g) The only practical way to acquire the development rights in the Land is by
21 private negotiated agreement between the County and the Seller.

22 SECTION 3. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
23 HARFORD COUNTY, MARYLAND, That the Installment Purchase Agreement shall be signed
24 by the County Executive of the County (the "County Executive") by his manual signature, and the

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1 the Installment Purchase Agreement shall bear the corporate seal of the County, attested by the
2 manual signature of the Director of Administration of the County (the "Director of
3 Administration"). In the event that any officer whose signature shall appear on the Installment
4 Purchase Agreement shall cease to be such officer before the delivery of the Installment Purchase
5 Agreement, such signature shall nevertheless be valid and sufficient for all purposes, the same as
6 if such officer had remained in office until delivery.

7 SECTION 4. AND BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
8 HARFORD COUNTY, MARYLAND, That the County Executive and the Treasurer are hereby
9 authorized, prior to execution and delivery of the Installment Purchase Agreement, to make such
10 changes or modifications in the form of the Installment Purchase Agreement attached hereto as
11 Exhibit C as may be required or deemed appropriate by them in order to accomplish the purpose
12 of the transactions (including, but not limited to, determining the portion of the Purchase Price to
13 be paid in cash on the Closing Date and establishment of interest and principal payment dates in
14 each year that the Installment Purchase Agreement is outstanding) authorized by this Bill;
15 provided that such changes shall be within the scope of the transactions authorized by this Bill and
16 the execution of the Installment Purchase Agreement by the County Executive shall be conclusive
17 evidence of the approval by the County Executive of all changes or modifications in the form of
18 the Installment Purchase Agreement and shall thereupon become binding upon the County in
19 accordance with its terms, as authorized by Section 524 of the Charter and the Authorizing Act
20 (collectively, the "Enabling Legislation"), and as provided for in this Bill.

21 SECTION 5. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
22 HARFORD COUNTY, MARYLAND, That the County Executive, the Director of
23 Administration, the Treasurer of the County and other officials of the County are hereby
24 authorized and empowered to do all such acts and things and to execute, acknowledge, seal and

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1 deliver such documents (including a Tax Certificate and Compliance Agreement) and certificates
2 as the County Executive may determine to be necessary to carry out and comply with the
3 provisions of this Bill subject to the limitations set forth in the Enabling Legislation and any
4 limitations set forth in this Bill.

5 SECTION 6. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
6 HARFORD COUNTY, MARYLAND, That the Treasurer of the County is hereby designated and
7 appointed as registrar and paying agent for the Installment Purchase Agreement (the "Registrar").
8 The Registrar shall maintain, or cause to be maintained, books of the County for the registration
9 and transfer of ownership of the Installment Purchase Agreement. In addition, the County may,
10 from time to time, designate and appoint the Department of the Treasury of the County, any
11 officer or employee of the County or one or more banks, trust companies, corporations or other
12 financial institutions to act as a substitute or alternate registrar or paying agent for the Installment
13 Purchase Agreement, and any such substitute or alternate shall be deemed to be the Registrar or an
14 alternate Registrar for all purposes specified in the resolution appointing such substitute or
15 alternate. Any such appointment shall be made by the County Council by resolution and the
16 exercise of such power of appointment, no matter how often, shall not be an exhaustion thereof.

18 SECTION 7. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
19 HARFORD COUNTY, MARYLAND, That for the purpose of paying the installments of the
20 Purchase Price when due and payable and the interest on the unpaid portion of the Purchase Price
21 when due and payable, there is hereby levied, and there shall hereafter be levied in each fiscal year
22 that any portion of the Purchase Price payable under the Installment Purchase Agreement remains
23 outstanding, *ad valorem* taxes on real and tangible personal property and intangible property
24 subject to taxation by the County, without limitation of rate or amount, and, in addition, upon such


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1 upon such other intangible property as may be subject to taxation by the County within
2 limitations prescribed by law, in an amount sufficient, together with the portion of the transfer
3 tax imposed on transfers of real property in Harford County which is dedicated to agricultural
4 land preservation and other available funds, to pay any installment of the Purchase Price under
5 the Installment Purchase Agreement maturing during the succeeding year and to pay the annual
6 interest on the outstanding balance of the Purchase Price until all of the Purchase Price under the
7 Installment Purchase Agreement and such interest have been paid in full; and the full faith and
8 credit and the unlimited taxing power of the County are hereby irrevocably pledged to the
9 punctual payment of the Purchase Price under the Installment Purchase Agreement and the
10 interest on the unpaid balance of the Purchase Price as and when the same respectively become
11 due and payable.

12 SECTION 8. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
13 HARFORD COUNTY, MARYLAND, That this Bill shall take effect sixty (60) calendar days
14 after it becomes law.

EFFECTIVE: November 19, 2007

The Council Administrator of the Council does hereby certify that fifteen (15) copies of this Bill are immediately available for distribution to the public and the press.



Council Administrator

EXHIBIT A

Application

DAVID R. CRAIG
HARFORD COUNTY EXECUTIVE



C. PETE GUTWALD
DIRECTOR OF PLANNING & ZONING

LORRAINE COSTELLO
DIRECTOR OF ADMINISTRATION

HARFORD COUNTY GOVERNMENT

Department of Planning and Zoning

FORM OF COMMITMENT LETTER

July 13, 2007

Thomas P. & Charlotte A. Ensor
3997 Old Federal Hill Road
Jarrettsville, Maryland 21084

RE: Placement of a Harford County Land Preservation Easement on approximately 108 acres of land.

Dear Mr. & Mrs. Ensor:

We are pleased to extend an offer to purchase the development rights and place a County Land Preservation Easement on your property of approximately 108 acres, located at 931 Coen Road, Street, MD 21154, subject to verification before settlement by survey submitted to Harford County. In accordance with your application, this offer is in the form of Cash at settlement or Installment Purchase Agreement (IPA) for 10, 20 or 30 years with \$ 400,000.- at settlement. (Please circle the option of your choice and fill in amount at settlement.)

This agreement is subject to the following terms and conditions:

1. Purchase Price: Harford County (County) offers to purchase the Development rights from the Seller for a purchase price of \$12,113.53 dollars per surveyed acre pursuant to the enabling legislation or other exclusion acreage required by the County.

Thomas P. Ensor - 7-20-07
Charlotte A. Ensor - 7-20-07

~ Preserving Harford's past; promoting Harford's future ~
(410) 638-3103

MY DIRECT PHONE NUMBER IS

220 SOUTH MAIN STREET BEL AIR, MARYLAND 21014 410.638.3000 • 410.879.2000 • TTY 410.638.3086 • www.harfordcountymd.gov

THIS DOCUMENT IS AVAILABLE IN ALTERNATIVE FORMAT UPON REQUEST.

2. Documentation: All instruments and documents required shall be subject to approval as to form and substance by the County, the County's attorney and Miles & Stockbridge, Bond Counsel (Bond Counsel). Bond Counsel shall prepare all documents evidencing the Deed of Easement. In addition to those items specifically set forth in this letter, the Seller shall furnish to the County, prior to the Settlement Date, any other documents or materials as the County may require.
3. Conditions Precedent to Settlement:
 - (a) Not less than fourteen (14) days prior to the Settlement Date, the Seller shall furnish to the County, a Subordination Agreement in recordable form from each Mortgagee and other lien holder having a lien on all or any portion of the land which Subordination Agreement shall be satisfactory in all respects to the County subordinating such person's interest in the Land to the rights of the County under the Deed of Easement. The County will develop the Subordination Agreement(s) if needed and forward to mortgage holder(s).
 - (b) The Seller shall provide an updated survey of the Land to the County at the expense of the Seller within fourteen (14) days prior to the Settlement Date. The survey shall be certified to the Title Company and or the Seller, and County, and shall show dimensions and locations of all improvements, easements, rights-of-way, adjoining sites, absence of any encroachment and such other details as the County may require.
4. Title Insurance: The County shall receive within seven (7) days prior to the Settlement Date, a title insurance binder with a commitment to issue a title insurance policy in the amount of the Purchase Price, insuring the ownership of the Development Rights by the County, subject only to those exceptions to title as are approved by the County and its Counsel, and with affirmative insurance on such matters as the County may require.
5. Expenses: The County shall pay all costs relating to the recording of the Deed of Easement, all title examinations charges, the premium for the title insurance policy, and fees of Bond Counsel for a reasonable number of hours of time expended on consultation with legal or financial advisors of the Seller and the out-of-pocket expenses of Bond Counsel. The Seller shall pay the fees and expenses of its own counsel, accountants and the cost of a survey.
6. Termination by County: This commitment is being made in reliance upon information supplied by the Seller to the County in connection with the sale of the Development Rights. If the County, acting in good faith, should determine that any such information or supporting representation of a material

nature is false, inaccurate, incomplete or misleading, the County may rescind and cancel this commitment.

7. Brokerage: The County shall pay no fee or commission to any broker or agent in connection with the purchase of the Development Rights, and the Seller hereby agrees to indemnify and hold harmless the County against all claims for brokerage fees and commissions.
8. Receipt of Opinion of Bond Counsel: It is a condition precedent to the settlement of the transaction contemplated hereby that the County and the Seller receive an opinion from Bond Counsel, dated on the Settlement Date, to the effect that under existing laws, regulations, rulings and decisions, interest paid under the Installment Purchase Agreement is not includible in the gross income of the Seller (or any holder of the Installment Purchase Agreement) for federal income tax purpose, which opinion may assume continuous compliance with certain covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the date of delivery of the Installment Purchase Agreement and may be otherwise limited in accordance with its terms.
9. Acknowledgment of Seller with Regard to Tax Consequences of Transaction: The Seller acknowledges that the Seller has made an independent investigation and has consulted with attorneys, accountants and others selected by the Seller with respect to all tax considerations related to the transaction contemplated hereby (other than the matter described in Section 8 hereof), and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.
10. Assignment Prohibited: This commitment may not be assigned or in any way transferred by the Seller without prior written approval of the County.
11. Entire Agreement: No statements, agreements or representation, oral or written, which may have been made to the Seller or to any employee or agent of the Seller, either by the County or by any employee, agent or broker acting on the Seller's behalf, with respect to the purchase of the Development Rights, shall be of any force or effect, except to the extent stated in this commitment, and all prior agreements and representations with respect to such purchase are merged herein. This commitment may not be changed except by written agreement signed by the Seller and the County.
12. Settlement Date; Survival: This transaction may be closed sixty (60) business days after Council action; provided all conditions precedent to closing have been met. This transaction must be fully settled within one hundred and twenty (120) business days from Council action, time being of the essence, or legislation approval will expire, however, a sixty (60) day extension can be requested for hardship cases. The terms of this commitment shall supersede in full, any prior commitment issued by the County in connection with the transaction contemplated hereby; and this commitment shall not survive settlement.

F. Description of Applicant's business and percentage of income attributed to agricultural production: Rented land

15%

G. Contact person at Applicant's organization:

1. Name: Scarb

2. Title: _____

3. Telephone: _____

H. Legal counsel representing Applicant in proposed transaction:

1. Name: NA

2. Address: _____

3. Telephone No. _____ Fax No. _____

I. Surveyor representing applicant (not applicable if survey is 1960 or newer and completely closes)

1. Name: NA

2. Address: _____

3. Telephone No. _____ Fax No. _____

J. Information concerning ownership (attach copy of deed(s) for all parcels).

Please list below all information for each parcel contained in this easement purchase.

1. Date of acquisition; recording reference; Harford County Tax map and parcel number; acres; address; sale of land, development rights, family conveyances or easement restriction applied to each parcel.

Pg 77 L-1000 F 845

See plat and letter - Attached

K. Mortgagees or Deeds of Trust or other encumbrances (including leases).
Lien holders will be required to subordinate their mortgage or deed of trust to the easement of the County.

NONE

L. Describe all uses currently made of the land and by whom:
Agricultural

TOM MARTIN - (MARTIN BROS.) - Foreground
Lease

Non-Agricultural

M. Zoning Classifications (if known).

AG

N. Identify all children of owner(s).

<u>Name</u>	<u>Address</u>
Elizabeth Ensor Thompson	13929 Possum Track Rd.
	Raleigh, N.C. 27614
Charlene Kay Ensor Latgis	931 Loen Road, Street, Md. 21154

O. Identify all living mothers, fathers, brothers or sisters of owners of this property willing to participate in family conveyance lot transactions.

<u>Name</u>	<u>Address</u>
N/A	

P. Identify all residences and buildings on the land.

1 main home
1 tenant house

Q. Applicant's accountant.

Name: Alan Miller

Address: Harrover, La.

Telephone No.: _____

R. Identify all soil and/or water conservation plans in effect concerning the land and if all practices are applied (forward copy of SCS plan).

C.R.E.P. 16 acres.

S. Farm land breakdown

Cropland acres 75

Pasture acres 13

Woodland acres 18

Homestead acres _____

Other _____

T. Innovative farming practices on farm and type and production.

NO-TILL - CORN + BEANS

U. Has the Applicant, or any principal, officer, or principal stockholder:

1. Ever been convicted of a criminal offense other than a traffic violation?

☐ Yes ☒ No

If yes, please explain: _____

2. Ever been involved in bankruptcy or insolvency proceedings?

☐ Yes ☒ No

If yes, please explain: _____

3. Is there any litigation pending against the Applicant, principal, officer or principal shareholder?

☐ Yes ☒ No

If yes, please explain: _____

V. Other:

Are there any other facts or circumstances of a material nature (e.g., conflicts of interest) relating to any of the parties to the proposed transaction, the proposed facility, or its uses, which have not been clearly described in this application or which deserves further explanation?

☐ Yes ☒ No

X. Please indicate whether you will take Installment Purchase option or lump sum payment.

Don't Know

II. EXECUTION

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Agricultural Advisory Board of Harford County, Maryland in its consideration of this application for the sale of a development rights easement to Harford County, Maryland.

It is further understood that I/we, as Applicant, under this program may be required to attend a session of the County Council of Harford County, Maryland. The session will be a public hearing regarding this request. Meetings may also be necessary with the member of the County Council who represents the geographic area where the land is located.

The information in this application and supporting exhibits is true and complete to the best of my/our knowledge and is submitted for the purpose of the sale of development rights easement to Harford County, Maryland. I/We authorize Harford County to conduct whatever investigation it feels is necessary to properly evaluate and process this application. I/We understand that this application is subject to review of the Agricultural Advisory Board approval of the County Council of Harford County, Maryland, title search, survey, soil evaluation and other factors set forth in the Act.

Dated at Bel Air 4-26-07 on md, 20 07.
(City) (State)

Thomas L. Gerson



Ensor Property

Easements
 Ag Districts
 Parks
 Streams
 Vegetation

1,000 500 0 1,000 Feet

July 2007

Page: 1 Document Name: untitled

DATE: 05/10/07
TIME: 15:57:17

HARFORD COUNTY, MARYLAND
REAL PROPERTY BILLING

DIST: 04 INDEX NO: 018982 LIBER: 07163 FOLIO: 0491 EXPT CODE: 0
USE: A MAP: 0017 GRID : 0003A PARCEL: 0009 TOWN CODE: 000

NAME: ENSOR THOMAS P
ENSOR CHARLOTTE A
ADDR: 931 COEN RD

CURRENT ASMT: 407,056
STATE TAX: 407.28
COUNTY TAX: 3,367.30
HIGHWAY TAX: 567.28
GROSS TAX: 4,341.86
NET TAX: 4,341.86

STREET MD 21154-1111

DESC: IMPS108.33 ACRES
931 COEN ROAD
S OF BUSH CORNER

CB CREDIT: 0.00
SOLAR CREDIT: 0.00
HMSTD CREDIT: 0.00
LOCAL CREDIT:

FIELD CARD: 01221-000-00-00

SUPPLEMENTAL TAX FLAG: COMMUNITY ASSOC: NON-PROFIT FLAG:
SOLAR ASMT: 0 SOLAR MAX: 0.00 PREFER LND ASMT: 33,220

DATE LAST ASSESSED: 0806 PRIOR ASSESSMENT: 363,640

ENTER=MENU RETURN;

CLEAR=END SESSION

Date: 05/10/2007 Time: 4:00:00 PM

RETURN TO: STEWART H. GITT
28 S. EMMERT ST.
BAL. AIR, MD 21034
(410) 338-4135

THIS DEED made this 20th day of December, 2006, by THOMAS PINKNEY ENSOR (a/k/a THOMAS P. ENSOR) and CHARLOTTE ARCHER ENSOR (a/k/a CHARLOTTE A. ENSOR), his wife (hereinafter referred to as "Grantors").

WITNESSETH, that for and in consideration of the sum of ZERO DOLLARS (\$0.00), and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the Grantors do hereby grant and convey unto THOMAS P. ENSOR and CHARLOTTE A. ENSOR, as tenants in common (hereinafter referred to as "Grantees"), all those lots or parcels of land described as follows:

Parcel No. 1: All that lot or parcel of land situate and lying in the FOURTH ELECTION DISTRICT of Harford County, State of Maryland, located on Coen Road, containing approximately 108.33 acres of land, more or less. The improvements thereon being known as No. 931 Coen Road.

BEING a part of the land described in and conveyed by a Deed dated June 9, 1976 from Abram G. Ensor, II and Anna M. Ensor, his wife, to Thomas P. Ensor and Charlotte A. Ensor, his wife, and recorded among the Land Records of Harford County in Liber No. 1000, folio 845. ALSO, being a part of the land described in and conveyed by a Deed dated March 1, 1963 from Charles W. Gladden and Claire A. Gladden, his wife, to Abram G. Ensor, II and Anna M. Ensor, his wife, and Thomas P. Ensor and Charlotte A. Ensor, his wife, and recorded among the Land Records of Harford County in Liber No. 613, folio 74.

Parcel No. 2: All that lot or parcel of land situate and lying in the FOURTH ELECTION DISTRICT of Harford County, State of Maryland, located on Coen Road, containing approximately 7.50 acres of land, more or less. The improvements thereon being known as No. 916 Coen Road.

BEING a part of the land described in and conveyed by a Deed dated June 9, 1976 from Abram G. Ensor, II and Anna M. Ensor, his wife, to Thomas P. Ensor and Charlotte A. Ensor, his wife, and recorded among the Land Records of Harford County in Liber No. 1000, folio 845.

Parcel No. 3: All that lot or parcel of land situate and lying in the FOURTH ELECTION DISTRICT of Harford County, State of Maryland, located on LaGrange Road, containing 12.17 acres of land, more or less.

BEING the same and all the land more particularly described in and conveyed by a Deed dated October 2, 2000 from Louise Beuhner, by Craig Fischer, her Attorney-in-Fact, to Thomas Pinkney Ensor and Charlotte Archer Ensor, his wife, and recorded among the Land Records of Harford County in Liber No. 3354, folio 486.

TOGETHER with the buildings and improvements thereon and all the rights, ways, roads, waters, water courses, easements, privileges, advantages and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lots or parcels of land unto the Grantees, as tenants in common, their respective personal representatives or assigns, forever in fee simple.

AND the Grantors do hereby covenant to warrant specially the lots or parcels of land above described and hereby intended to be conveyed, and to execute such other and further assurances of the same as may be requisite and necessary.

AS WITNESS the hands and seals of the Grantors the day and year first above written.

WITNESS:

Thomas Pinkney Ensor (SEAL)
THOMAS PINKNEY ENSOR
(a/k/a THOMAS P. ENSOR)
Charlotte Archer Ensor (SEAL)
CHARLOTTE ARCHER ENSOR
(a/k/a CHARLOTTE A. ENSOR)

The undersigned hereby certify under penalties of perjury that, as defined by Section 10-912 of the Tax-General Article of the Annotated Code of Maryland, the total payment actually paid to the undersigned, including the fair market value of any property transferred to the undersigned as part of this transfer, is the sum of ZERO DOLLARS (\$0.00); and that the transferors are Maryland Residents.

WITNESS:

Thomas Pinkney Ensor (SEAL)
THOMAS PINKNEY ENSOR
(a/k/a THOMAS P. ENSOR)
Charlotte Archer Ensor (SEAL)
CHARLOTTE ARCHER ENSOR
(a/k/a CHARLOTTE A. ENSOR)

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

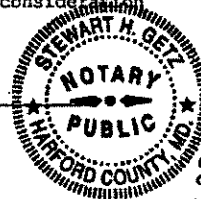
I HEREBY CERTIFY that on this 20th day of December, 2006, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid County, personally appeared THOMAS PINKNEY ENSOR (a/k/a THOMAS P. ENSOR) and CHARLOTTE ARCHER ENSOR (a/k/a Charlotte A. Ensor), his wife, and made oath in due form of law that the foregoing Deed is their act and deed, and further, under the penalty of perjury, that the consideration stated herein is true and correct.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

10/1/08

NOTARY PUBLIC



THIS IS TO CERTIFY that this Deed was prepared without benefit of title examination by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

AGRICULTURAL TRANSFER TAX IN THE
AMOUNT OF \$ none

Received for transfer
State Department of Assessments
& Taxation of Harford County

STEWART H. GETZ

HARFORD COUNTY MARYLAND

TRANSFER TAX PD \$ 0.00

ALL OTHER TAXES PAID 11/10/07

HA CISC (L) COLD (D) (P) (S) (M) (S) (A) CE 54-7 (P) (R) 7161, p. 0492, Printed 07/27/2007. Online 08/28/2007.

Date

PROPERTY PRESENTLY NOT ON WATER

& SEWER SYSTEM PER

DATE: 11/10/07 HARFORD COUNTY

State of Maryland Land Instrument Intake Sheet
 | | Baltimore City | | County: Harford
 Information provided is for the use of the Clerk's Office and State Department of
 Assessments and Taxation, and the County Finance Office only.
 (Type or Print in Black Ink Only All Copies Must Be Legible)

(| Check Box if Addendum Intake Form is Attached.)

1	Type(s) of Instruments	<input checked="" type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Other	<input type="checkbox"/> Other																																																												
2	Conveyance Check Box	<input type="checkbox"/> Improved Sale	<input type="checkbox"/> Unimproved Sale	<input type="checkbox"/> Multiple Arms Length [3]	<input type="checkbox"/> Not an Arms-Length Sale [9]																																																												
3	Tax Exemptions (if Applicable)	Recordation	Change	Status																																																													
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No Ag Tax - family conveyance																																																																	

11A CIRCUIT COURT (Land Records) (MDA-GE-54-1180) JUR 1163, 07/27/2007, 06:00 08/26/2007

NEW 07/163 FOUND; 93

06.3349.002

ATTACHMENT
to
STATE OF MARYLAND LAND INSTRUMENT INTAKE SHEET

DESCRIPTION OF PROPERTY

Parcel 2

1. Tax I.D. No: 04-018974
Liber / Folio: 1000 / 845
Map / Parcel: 17 / 278
Subdivision:
Plat Ref:
Acreage: 7.50 Ac.±
Location: 916 Coen Road, Street, MD 21154
Residential: no
Principal Residence: no
Fee Simple: yes
Partial Conveyance: ☐ YES ☒ NO

If yes, amt. of sq ft/acreage transferred:

Parcel 3

2. Tax I.D. No: 04-008561
Liber / Folio: 3354 / 486
Map / Parcel: 17 / 174
Subdivision:
Plat Ref:
Acreage: 12.17 Ac.±, located on LaGrange Road
Location: LaGrange Road, Street, MD 21154
Residential: yes
Principal Residence: no
Fee Simple: yes
Partial Conveyance: ☐ YES ☒ NO

If yes, amt. of sq ft/acreage transferred:

HA CIRCUIT COURT (Land Records) [MSA CE 54-7166] JUR 7163, p. 0494, dated 07/27/2007, Online 03/26/2007.

07/163 FILED 94

EXHIBIT B

Records of The Harford County Agricultural Advisory
Board evaluating and ranking applications pursuant
to the County's easement priority ranking system.

Harford County Government
Agricultural Preservation Farm Ranking 2006

	Name	Address	Acreage	Points
1	Helen & Robert Richardson Jr.	3537 Emory Church Road Street, MD 21154	95	237.15
2	Iley family	Grier Nursery Road Street, MD 21154	61	229.9
3	Galbreath family	Cherry Hill/Emory Church Street, MD 21154	132	228.97
4	Russ & Sheree Gross	Norrisville Road White Hall, MD 21161	60	228.5
5	Wilson & Nancy Jones	3924 Bay Road Pylesville, MD 21132	106	227.88
6	Holloway family/Walters Mill	Walters Mill Road Forest Hill, MD 21050	341	227.7
7	Adams family	1408 Calvary Road Bel Air, MD 21015	203	227.55
8	Tom & Charlotte Ensor	931 Coen Road Street, MD 21154	108	224.97
9	Delmer Huff & family	2936 Dublin Road Street, MD 21154	140	220.84
10	Woolsey Farm/Umbarger	706 Glenville Road Churchville, MD 21028	165	220.2
11	Barrow family	2316 W. Medical Hall Road Bel Air, MD 21015	220	218.9
12	Mary Alice Perdue	4255 Norrisville Road White Hall, MD 21161	51	217.1
13	Jeff Heston	1500 McDermott Road Pylesville, MD 21132	33	211.66
14	Burman family	Heaps/Taylor Roads Whiteford, MD 21160	63	205.6
15	Phillip & Barbara Klien	2900 Houcks Mill Road Monkton, MD 21111	98	203.38
16	Charles & Grace Glock	314 Reckord Road Fallston, MD 21047	118	199.46
17	Robert & Joyce Edie	5510 Norrisville Road White Hall, MD 21161	61	189.11

BILL NO. 07-29

18	Enfield family LLC	634 Wheeler School Road Whiteford MD 21160	86.91	197.39
19	White Land Co.	3114 Scarboro Road Street, MD 21154	266	197.35
20	Lohr family	3212 Snake Lane Churchville, MD 21028	86	195.9
21	Samuel & Anne Mace	Rt 1 Darlington, MD 21034	42	195.61
22	Joe & Johanna Roll	1709 Deep Run Road Whiteford, MD 21160	74	194.88
23	Charles & Carol Griner	2922 Whiteford Road Whiteford, MD 21160	18	194.64
24	Albert Bayne family	2855 Grier Nursery Road Forest Hill, MD 21050	40	193.56
25	Harford Investors	Aldino/Level Roads Churchville, MD 21028	800	193.38
26	Jonathon & Harriet McGuirk	2325 Thomas Run Road Bel Air, MD 21015	51	191
27	Marlene Ball	3324 Level Road Churchville, MD 21028	65	189.7
28	Charles J. Bachman Sr.	2601 Harford Road Fallston MD 21047	69	184.08
29	Douglas Smith	Rt 136/E of Prospect Whiteford, MD	40	178.04
30	Edwin Remsberg	2507 Pleasantville Road Fallston MD 21047	20	177.46
31	Kenneth Travers	3153 Aldino Road Churchville, MD 21028	63	173.48
32	James C. West Jr.	5101 West Road White Hall, MD 21161	170	171.52
33	Greg & Lynda Boegner	4420 Fox Chaser Ln WhiteHall, MD 21161	28	166.13
34	James & Mildred Norton	Day Road Darlington, MD 21034	86	164.15
35	Jim & Janet Archer	Onion Road Pylesville, MD 21132	23	163
36	Wayne & Jacqueline Ludwig	2360 Edwards Lane Bel Air, MD 21015	62	158.66
37	Izaak Walton League	5018 Onion Road Pylesville, MD 21132	44	152.9
38	Albert J. Bierman	3440 Dorothy Avenue Joppa, MD 21085	153	152.22
39	John & Lynn Katen	1915 Cosner Road Bel Air, MD 21014	69	149.85

BILL NO. 07-29

40	Clarence & Shirley Title	3850 Old Federal Hill Road Jarrettsville MD 21084	30	139.55
41	Rowland Bowers	910 La Grange Road Street, MD 21154	17	137.91
42	Robert and Sara Livezey	1821 Ridge Road Whiteford, MD 21160	109	137.57
43	Paul Lyons	3436 James Run Road Aberdeen, MD 21001	34	137.25
44	DeRan/Petty family	Telegraph Road Pylesville, MD 21132	35	131.28
45	Robert Markliine	737 Mahan Road Aberdeen, MD 21160	29	131.06
46	Michael Geppi	4530 Flintville Road Whiteford, MD 21160	68	129.87
47	Robert Slater Estate	1700 Castleton Road Darlington, MD 21034	61	122.61
48	Gilbert & Beverly Lerch	240 Cooley Mill Road Havre de Grace, MD 21078	30	112.3
49	William Cullum	E/S Earleton Road Havre de Grace, MD 21078	26	109.26
50	Lower Susquehanna Conservancy	Old Forge Hill Road Street, MD 21154	31	89.66
51	Karl & Donna Mandl	1725 Tower Road Aberdeen, MD 21001	34	72.82
52	Jeff Schucker	2125 Thomas Run Road Bel Air, MD 21015	45	65.16
53	Billings family	2039 Franklin Church Road Darlington, MD 21034	38	60.9

EXHIBIT C

Form of Installment Purchase Agreement

INSTALLMENT PURCHASE AGREEMENT
(No. 2008-)

THIS INSTALLMENT PURCHASE AGREEMENT is made as of the ____ day of _____, 2008 between THOMAS P. ENSOR AND CHARLOTTE A. ENSOR (the "Seller") and HARFORD COUNTY, MARYLAND, a body politic and corporate of the State of Maryland (the "County").

RECITALS

A. Pursuant to and in accordance with Bill No. 07-05 now codified as Section 60-9 of the Harford County Code, as amended (the "Authorizing Act"), the County is authorized to preserve agricultural land in Harford County, Maryland by purchasing the development rights (as defined in the Authorizing Act) in agricultural lands located within the County.

B. The Seller is the owner in fee simple of certain agricultural real property located in Harford County, Maryland and more particularly described in Exhibit A to the Deed of Easement (hereinafter defined) (the "Land"). The Seller has offered to sell to the County the Seller's development rights in the Land and the County has accepted such offer, all upon and subject to the conditions set forth in this Agreement.

C. The County will receive the Seller's development rights in the Land for the purposes set forth in the Authorizing Act.

D. Except for the limited transferability described herein and in the Deed of Easement referred to herein, the transfer by the Seller of their development rights in the Land shall be in perpetuity.

E. The Seller owns _____ acres of Land, which are a part of the Land on which the County is authorized to acquire a Deed of Easement.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Seller and the County hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Definitions. As used in this Agreement, the following terms have the following meanings, unless the context clearly indicates a different meaning:

"Agricultural Use" means the rights of the Seller to continue to use the Land in perpetuity for agricultural purposes which directly contribute to the production, processing, or storage of agricultural products as defined by the United States Department of Agriculture, including agricultural uses permitted within the Harford County Zoning Code.

"Building Lot" means a lot of two acres or less included as part of the Land on the date hereof, which is hereafter either (a) released from the encumbrance of the Deed of Easement for the purpose of creating a building lot for a dwelling for such original Seller, or (b) conveyed or to be conveyed by the original Seller (but not any heir, personal representative, successor or assign) to one or more of such original Seller's children for the purpose of creating a building lot for a dwelling for such child or children, all in accordance with the Deed of Easement.

"Business Day" or "business day" means a day on which (a) banks located in each of the cities in which the principal office of the County or the Registrar is located are not required or authorized by law or executive order to close for business, and (b) The New York Stock Exchange is not closed.

"Closing Date" means _____, _____, the date of execution and delivery of this Agreement by the parties.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to the Code herein shall be deemed to include the United States Treasury Regulations in effect or proposed from time to time with respect thereto.

"County" means Harford County, Maryland, a body politic and corporate and a political subdivision created and existing under and by virtue of the Constitution and laws of the State, its successors and assigns.

"County Council" means the County Council of Harford County, Maryland.

"County Executive" means the County Executive of Harford County, Maryland.

"Deed of Easement" means the Deed of Easement dated _____, _____, from the Seller to the County, which shall convey the Development Rights (but not the Agricultural Use) to the County in perpetuity, substantially in form attached hereto as Exhibit A.

"Development Rights" means the rights of the Seller in the Land to develop the Land for any purpose except those which are related directly to or as an accessory use of the Land for Agricultural Use. The term "Development Rights" shall not include the Agricultural Use.

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BILL NO. 07-29

"Enabling Legislation" means, collectively, (1) Section 524 of the Harford County Charter and (2) Bill No. 07-05 passed by County Council on April 10, 2007, approved by the County Executive on April 11, 2007, effective June 10, 2007 as Section 60-9, of the Harford County Code, as amended, and (3) Bill No. 07-__ passed by the County Council on _____, _____, approved by the County Executive on _____, _____ and effective _____, _____.

"Interest Payment Date" means _____ in each year commencing _____, 2008.

"Land" means the tract of land located in Harford County, Maryland, containing approximately _____ acres, and more particularly described in Exhibit A attached to the Deed of Easement and made a part thereof and by reference a part hereof; provided, however, that if (a) a Building Lot is released from the encumbrance of the Deed of Easement for the purpose of creating a building lot for a dwelling for the original Seller, or (b) the original Seller conveys one or more Building Lots to their children in accordance with the Deed of Easement, the Building Lots so released or conveyed shall not thereafter be considered to be part of the Land.

"Permitted Encumbrances" means the encumbrances listed on Exhibit B attached hereto and made a part hereof and any encumbrances on or with respect to the Land or any portion thereof hereafter approved by the County.

"Person" or "person" means any natural person, firm, association, corporation, company, trust, partnership, public body or other entity.

"Purchase Price" means _____ Dollars _____ (\$_____), the purchase price to be paid by the County to the Registered Owner in accordance with this Agreement.

"Registered Owner" means the registered owner of this Agreement as shown on the registration books maintained by the Registrar.

"Registrar" means the Treasurer of the County, or any other person hereafter appointed by the County to act as Registrar and paying agent for this Agreement.

"Seller" means _____, their respective heirs, personal representatives, and assigns, and any other person who becomes the owner of the Land.

"State" means the State of Maryland.

SECTION 1.2. Rules of Construction. The words "hereof", "herein", "hereunder", "hereto", and other words of similar import refer to this Agreement in its entirety.

The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants".

References to Articles, Sections, and other subdivisions of this Agreement are to the designated Articles, Sections, and other subdivisions of this Agreement.

The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

ARTICLE II

SALE AND PURCHASE OF DEVELOPMENT RIGHTS

SECTION 2.1. Agreement to Sell and Purchase Development Rights. The Seller agrees to sell the Development Rights to the County and the County agrees to purchase the Development Rights from the Seller on the date hereof for a purchase price of \$_____ (the "Purchase Price").

SECTION 2.2. Delivery of Deed of Easement. In order to evidence the sale of the Development Rights to the County, the Seller shall execute and deliver to the County on the Closing Date the Deed of Easement. The Deed of Easement shall be recorded among the Land Records of Harford County, Maryland.

ARTICLE III

PAYMENT OF PURCHASE PRICE

SECTION 3.1. Payment of Purchase Price.

(a) The County shall pay a portion of the Purchase Price in the amount of _____ Dollars (\$_____) to the Seller on the Closing Date and shall pay the balance of the Purchase Price to the Registered Owner in installments on _____ and on the same day of each year thereafter to and including _____ (each an "Installment Payment Date"), in the amounts set forth in Schedule I attached hereto and made a part hereof.

(b) Interest on the unpaid balance of the Purchase Price shall accrue from the date hereof and shall be payable to the Registered Owner on _____ and annually thereafter in each year to and including _____ at the rate of _____ % per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

(c) Both the installments of the Purchase Price and the interest on the unpaid balance thereof are payable in lawful money of the United States of America, at the time of payment.

(d) Payment of interest on the unpaid balance of the Purchase Price shall be made by the County on each Interest Payment Date to the Registrar. Payments of the principal installments of the Purchase Price shall be made on each Installment Payment Date to the Registrar. The Registrar shall forward all such payments (other than the final installment of the Purchase Price) to the person appearing on the books of the County maintained by the Registrar as the Registered Owner, by check or draft mailed to the Registered Owner at the address of the Registered Owner as it appears on such registration books or, if the Registered Owner is a trustee who has issued certificates of participation in this Agreement, by wire transfer to such Registered Owner to the bank account number on file with the Registrar on the tenth day before the applicable Interest Payment Date or Installment Payment Date, or if such tenth day is not a Business Day, the Business Day next preceding such day. The final installment of the Purchase Price shall be paid by the Registrar to the Registered Owner upon presentation and surrender of this Agreement at the office of the Registrar.

(e) The County's obligation to make payments of the Purchase Price hereunder and to pay interest on the unpaid balance of the Purchase Price is a general obligation of the County, and the full faith and credit and the taxing power of the County are irrevocably pledged to the punctual payment of the Purchase Price and the interest on the unpaid balance of the Purchase Price as and when the same respectively become due and payable.

SECTION 3.2. Registration and Transfer of this Agreement.

(a) Until the Purchase Price and all interest thereon have been paid in full, the Registrar, on behalf of the County, shall maintain and keep at the offices of the Registrar, registration books for the registration and transfer of this Agreement. The ownership of this Agreement may not be transferred or assigned, except upon the written approval of the County.

(b) The original Seller is the original Registered Owner. This Agreement shall be transferable only upon the written approval of the County and upon the books of the County maintained for such purpose by the Registrar, at the written request of the Registered Owner as then shown on such registration books or his attorney duly authorized in writing, upon presentation and surrender thereof, together with a written instrument of transfer substantially in the form attached hereto as Exhibit C, or as may otherwise be satisfactory to and approved by the Registrar in writing, duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the surrender for transfer of this Agreement, the Registrar shall complete the Schedule of Transferees attached hereto as Exhibit D with the name, address and tax identification number of the transferee Registered Owner, the date of the transfer and the outstanding principal balance of the Purchase Price as of the date of transfer; provided, however, that if there is any conflict between the information set forth in Exhibit D hereto and the registration books maintained by the Registrar, the information shown on such registration books shall control.

The County and the Registrar may deem and treat the person in whose name this Agreement is registered upon the books of the County maintained by the Registrar as the absolute owner of this Agreement, whether any payments hereunder shall be overdue or not, for the purpose of receiving payment of, or on account of, the Purchase Price and interest thereon and for all other purposes, and all such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon this Agreement to the extent of the sum or sums so paid, and neither the County nor the Registrar shall be affected by any notice to the contrary.

For every registration of transfer of this Agreement, the County or the Registrar may make a charge sufficient to reimburse themselves for any tax or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of registering such transfer.

SECTION 3.3. Mutilated, Lost, Stolen or Destroyed Agreement. In the event that this Agreement is mutilated, lost, stolen or destroyed, the County and the Registered Owner (as then shown on the registration books maintained by the Registrar) shall execute a substitute for this Agreement having the same terms as that of this Agreement mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Agreement, such mutilated Agreement shall first be surrendered to the Registrar, and, in the case of any lost, stolen or destroyed Agreement there shall be first furnished to the County and the Registrar evidence of such loss, theft or destruction satisfactory to the County and the Registrar, together with indemnity satisfactory to each of them in their sole discretion. The County and the Registrar may charge the Registered Owner requesting such new Agreement their expenses and reasonable fees, if any, in this connection. If after the delivery of such substitute Agreement, a bona fide purchaser of the original Agreement (in lieu of which such substitute Agreement was issued) presents for payment such original Agreement, the County and the Registrar shall be entitled to recover such substitute Agreement from the person to whom it was delivered or any other person who receives delivery thereof, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor or otherwise to the extent of any loss, damage, cost or expense incurred by the County and the Registrar in connection therewith.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

SECTION 4.1. Representations and Warranties of the County. The County makes the following representations and warranties:

(a) The County is a body politic and corporate and a political subdivision of the State.

(b) The County has the necessary power and authority to acquire the Development Rights, to enter into this Agreement, to perform and observe the covenants and agreements on its part contained in this Agreement and to carry out and consummate all

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1 transactions contemplated hereby. By proper action, the County has duly authorized the execution
2 and delivery of this Agreement.

3
4 (c) This Agreement has been duly and properly authorized, executed, sealed
5 and delivered by the County, constitutes the valid and legally binding obligation of the County,
6 and is enforceable against the County in accordance with its terms.

7
8 (d) There are no proceedings pending or, to the knowledge of the County,
9 threatened before any court or administrative agency which may affect the authority of the County
10 to enter into this Agreement.

11
12 SECTION 4.2. Representations and Warranties of the Original Seller. The original
13 Seller makes the following representations and warranties with respect to herself, but not with
14 respect to any transferee Seller:

15
16 (a) The Seller has full power and authority to execute and deliver this
17 Agreement and the Deed of Easement, and to incur and perform the obligations provided for
18 herein and therein. No consent or approval of any person or public authority or regulatory body is
19 required as a condition to the validity or enforceability of this Agreement or the Deed of
20 Easement, or, if required, the same has been duly obtained.

21
22 (b) This Agreement and the Deed of Easement have been duly and properly
23 executed by the Seller, constitute valid and legally binding obligations of the Seller, and are fully
24 enforceable against the Seller in accordance with their respective terms.

25
26 (c) There is no litigation or proceeding pending or, so far as the Seller knows,
27 threatened before any court or administrative agency which, in the opinion of the Seller, will
28 materially adversely affect the authority of the Seller to enter into, or the validity or enforceability
29 of, this Agreement or the Deed of Easement.

30
31 (d) There is (i) no provision of any existing mortgage, indenture, contract or
32 agreement binding on the Seller or affecting the Land, and (ii) to the knowledge of the Seller, no
33 provision of law or order of court binding upon the Seller or affecting the Land, which would
34 conflict with or in any way prevent the execution, delivery, or performance of the terms of this
35 Agreement or the Deed of Easement, or which would be in default or violated as a result of such
36 execution, delivery or performance, or for which adequate consents, waivers or, if necessary,
37 subordinations, have not been obtained.

38
39 (e) There exist no liens or security interests on or with respect to the Land
40 (other than Permitted Encumbrances), or such liens or security interests will be released or
41 subordinated to the Development Rights.

42
43 (f) The Seller is not a nonresident alien of the United States of America for
44 purposes of federal income taxation.
45

(g) The Social Security Number of the Sellers are _____, _____ and _____. The Tax ID number of the Seller is _____. The Seller shall, upon request of the County, execute Treasurer Form W-9 and deliver the same to the County for filing.

The representations in subsections (f) and (g) above are made under penalties of perjury and the information contained therein may be disclosed by the County to the Internal Revenue Service. The Seller acknowledges that any false statement in such subsections could be punished by fine, imprisonment or both.

ARTICLE V

PROVISIONS RELATING TO EXCLUSION OF INTEREST FROM INCOME FOR FEDERAL INCOME TAXATION

SECTION 5.1. Intent of County and Tax Covenant of County. The County intends that the interest payable under this Agreement shall not be includible in the gross income of the Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code. Accordingly, the County shall not knowingly take or permit to be taken any other action or actions or omit or fail to take any action, which would cause this Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Code, or which would otherwise cause interest payable under this Agreement to become includible in the gross income of any Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code.

SECTION 5.2. Acknowledgment of Seller with Regard to Tax Consequences of Transaction. The Seller has received an opinion from Miles & Stockbridge P.C., Bond Counsel, dated the date hereof, to the effect that under existing laws, regulations, rulings and decisions, interest payable under this Agreement is not includible in the gross income of the Seller for federal income tax purposes, which opinion assumes continuous compliance with certain covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the date of delivery of this Agreement and is otherwise limited in accordance with its terms. The Seller acknowledges that they have made their own independent investigation and have consulted with attorneys, accountants and others selected by the Seller in the Seller's sole discretion with respect to all other tax considerations related to the transaction contemplated hereby (including, but not limited to, installment sales treatment under Section 453 of the Code, charitable contribution deductions under Section 170 of the Code, and federal estate tax implications); and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.

ARTICLE VI

THE REGISTRAR

SECTION 6.1. Appointment of Registrar. The Treasurer of the County, is hereby designated and appointed to act as Registrar for this Agreement.

SECTION 6.2. Change of Registrar and Appointment of Successor Registrar. The County shall have the right, subject to the terms of any agreement with the Registrar, to change the Registrar at any time by filing with the Registrar to be removed, and with the Registered Owner, an instrument in writing. Notwithstanding the foregoing, such removal shall not be effective until a successor Registrar has assumed the Registrar's duties hereunder.

SECTION 6.3. Qualifications of Successor Registrar. Any successor Registrar shall be either (a) the Treasurer of the County, (b) an officer or employee of the County, or (c) a bank, trust company or other financial institution duly organized under the laws of the United States or any state or territory thereof which is authorized by law and permitted under the laws of the State to perform all the duties imposed upon it as Registrar by this Agreement.

SECTION 6.4. Successor by Merger or Consolidation. If the Registrar is a bank, trust company or other financial institution, any institution or corporation into which the Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Registrar hereunder shall be a party or any institution or corporation succeeding to the corporate trust business (if any) of the Registrar, shall be the successor Registrar under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Agreement to the contrary notwithstanding.

ARTICLE VII

MISCELLANEOUS

SECTION 7.1. Successors of County. In the event of the dissolution of the County, all the covenants, stipulations, promises and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, the Seller, any other Registered Owner and the Registrar, shall bind or inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 7.2. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the County, the Seller, any other Registered Owner and the Registrar, any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County, the Seller, any other Registered Owner from time to time of this Agreement and the Registrar.

SECTION 7.3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, including, without limitation, all Registered Owners from time to time of this Agreement.

SECTION 7.4. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

SECTION 7.5. Prior Agreements Canceled; No Merger. This Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the County and the Seller relating to the acquisition of the Development Rights. Neither the County nor the Seller shall hereafter have any rights under such prior agreements but shall look solely to this Agreement and the Deed of Easement for definitions and determination of all of their respective rights, liabilities and responsibilities relating to the Land, the Development Rights and the payment for the Development Rights. In addition, this Agreement shall survive the execution and recording of the Deed of Easement in all respects and shall not be merged therein.

SECTION 7.6. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an agreement in writing between the County and the then-Registered Owner. An executed counterpart of any such amendment shall be attached to this Agreement and shall be binding upon such Registered Owner and all successor Registered Owners.

SECTION 7.7. No Personal Liability of County Officials. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the County in his or her individual capacity, and neither the officers or employees of the County nor any official executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 7.8. Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.

SECTION 7.9. Notices. Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals, certificates or other communications required under this Agreement to be in writing shall be sufficiently given and shall be deemed to have been properly given three Business Days after the same is mailed by certified mail, postage prepaid, return receipt requested, addressed to the person to whom any such notice, demand, request, approval, certificate or other communication is to be given, at the address for such person designated below:

County: Harford County, Maryland
County Office Building
220 South Main Street
Bel Air, Maryland 21014
Attention: Treasurer

with a copy to: Robert S. McCord, Esquire
County Attorney
County Office Building
220 South Main Street
Bel Air, Maryland 21014

Seller: Thomas P. Ensor
Charlotte A. Ensor
3997 Old Federal Hill Road
Jarrettsville, Maryland 21084

Registrar: John R. Scotten, Jr.
Treasurer
County Office Building
220 South Main Street
Bel Air, Maryland 21014

Any of the foregoing may, by notice given hereunder to each of the others, designate any further or different addresses to which subsequent notices, demands, requests, consents, approvals, certificates or other communications shall be sent hereunder.

SECTION 7.10. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall not be a Business Day, such payment may, unless otherwise provided in this Agreement, be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Agreement, and in the case of payment no interest shall accrue for the period after such nominal date.

WITNESS the signatures and seals of the parties hereto as of the date first above written.

HARFORD COUNTY, MARYLAND

[COUNTY'S SEAL]

By: _____
David R. Craig
County Executive

1 ATTEST:
2
3
4

5 _____
6 Lorraine Costello
7 Director of Administration

8 WITNESS:
9
10

11 _____ (SEAL)
12 Thomas P. Ensor

13 _____ (SEAL)
14 Charlotte A. Ensor
15
16
17
18

SELLER

**SCHEDULE I
TO INSTALLMENT
PURCHASE AGREEMENT**

**INSTALLMENTS OF
DEFERRED PORTION OF PURCHASE PRICE
(THOMAS P. ENSOR AND CHARLOTTE A. ENSOR)**

Date of Payment

Amount Payable

Plus initial payment of purchase
price on _____

\$ _____

TOTAL

\$ _____

**EXHIBIT A
TO INSTALLMENT
PURCHASE AGREEMENT**

**HARFORD COUNTY AGRICULTURAL LAND PRESERVATION
AND PURCHASE OF DEVELOPMENT RIGHTS PROGRAM**

DEED OF EASEMENT

THIS DEED OF EASEMENT made this _____ day of _____, 200__,
by and between _____, parties of the first part,
Grantor, and HARFORD COUNTY, MARYLAND, party of the second part, Grantee.

Explanatory Statement

A. The County Council of Harford County, Maryland enacted Bill No. 07-05, as amended, which created a new Article II, Agricultural Land Preservation Program, to Chapter 60, Agriculture, of the Harford County Code, as amended, for the purpose of establishing the Harford County Agricultural Land Preservation Act (the "Act") to preserve productive agricultural land and woodland which provides for the continued production of food and fiber for the citizens of the County; and

B. By authority of the Act, the Grantee may purchase development rights and family conveyances from agricultural landowners by subjecting the property to be purchased to an agricultural preservation easement restricting these rights and conveyances in perpetuity in the manner more specifically provided in the Act; and

C. The Grantor is the fee simple owner of the hereafter described parcel(s) of land located in Harford County, Maryland and desires to sell and convey to the Grantee an agricultural preservation easement to restrict such land to agricultural use in accordance with the Act and as hereinafter set forth; and

D. Bill No. _____, passed by the County Council of Harford County, Maryland on _____, approved by the County Executive on _____ and effective _____, authorizes Harford County, Maryland to purchase development rights and family conveyance in up to _____ acres of agricultural land from _____.

E. The Grantor is a "Landowner" as defined in Section 60-10 of the Act.

NOW, THEREFORE, in consideration of the sum of _____ Dollars (\$ _____) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Harford County, Maryland, as Grantee, its successors and assigns, an agricultural preservation easement, together with and subject to the covenants, conditions, limitations and

restrictions hereafter set forth so as to constitute and equitable servitude thereon, in, under and over the parcel(s) of land situate in _____ Harford County, Maryland and being more particularly described in Exhibit A attached hereto.

AND, FURTHER, together with all transferable development rights in accordance with the provisions of Section 267-34(D)(4) of the Code of Harford County, Maryland, and all family conveyances in accordance with the provisions of Section 267-34(D)(3)(d) of the Code of Harford County, Maryland.

AND the Grantor covenants for themselves, and for their respective heirs, personal representatives and assigns, with the Grantee, its successors and assigns, to do and refrain from doing upon the above-described land all and any of the various acts hereafter set forth, it being the intention of the parties that said land shall be preserved solely for the agricultural use as defined in and in accordance with the provision of the Act, and hereafter set forth are intended to limit the use of the above-described land and are deemed to be and shall be construed as covenants running with the land.

COVENANTS, CONDITIONS, LIMITATIONS AND RESTRICTIONS

Subject to the reservations hereinafter contained and except as otherwise provided herein, the Grantor, for themselves and their respective heirs, personal representatives and assigns, covenants and agrees with Grantee as follows:

A. The above-described land may not be developed or otherwise used for other than agricultural use (as defined in the Act).

B. The above-described land shall be maintained in agricultural use or properly managed so that it is available for continued agricultural use from the date of the recording of this instrument among the Land Records of Harford County.

C. At the time of establishment of the easement hereby granted, a soil and water conservation plan as prepared by the Soil Conservation District shall be implemented and maintained with respect to the above-described land.

D. To not allow any type of residential subdivision, other than that outlined in the easement as owner/child lots and to limit the utilization of the above-described land to Agricultural Uses as defined in the Agricultural Land Preservation and Purchase of Development Rights Program and including those uses contained in Section 267-43(F) of the Harford County Zoning Code, as amended.

E. The construction of new buildings or structures on the above-described land, other than farm buildings that did not exist at the time of the establishment of the within easement, is contingent upon the written application to and approval by the Department of Planning and Zoning, subject to review by and recommendation of the Agricultural Land Preservation Advisory Board.

F. Subject to the provisions of paragraphs G and H hereof:

1. The Grantor may at any time hereafter request a two (2) acre or less lot exclusion for the exclusive residential use of the Grantor. Such request (a) must be made by letter provided to the Department of Planning and Zoning verifying the Grantor's intention to live in a dwelling situate within any lot so excluded; (b) shall be subject to review and recommendation of the Agricultural Land Preservation Advisory Board; (c) the use and occupancy permit must be in the name of the owner/grantor; and (d) the owner's lot may not be sold or transferred for a period of five (5) years from the date of issuance of the use and occupancy permit except in the event of the death or legal incompetence of the owner or if the lot is part of bankruptcy proceedings; or with approval of the Department of Planning and Zoning, subject to review and recommendation of the Agricultural Land Preservation Advisory Board. Upon such request and recommendation of the Agricultural Land Preservation Advisory Board, Grantee shall execute and deliver to Grantor, his/her personal representatives, successors and assigns, an instrument in recordable form releasing such lot from the force and effect of this Deed of Easement and all covenants, conditions, limitations and restrictions herein set forth.

2. The Grantor may at any time hereafter request the right to construct, use and occupy a tenant home on the above-described land in accordance with the conditions established within Section 267-26(D) of the Harford County Zoning Code, as amended. Such request (a) must be made by letter provided to the Department of Planning and Zoning and (b) shall be subject to review and recommendation of the Agricultural Land Preservation Advisory Board. The tenant house shall not be subdivided off of the easement property.

3. The Grantor may at any time hereafter request in writing to the Department of Planning and Zoning a two (2) acre or less lot exclusion for the exclusive residential use of a child. Such request (a) must be from both Grantor and the child verifying the intention of the child to live in a dwelling situate within the lot so excluded; (b) shall be subject to the review and recommendation of the Agricultural Land Preservation Advisory Board; and (c) the building permit and the owner occupancy permit must be in the child's name. The child lot may not be sold or transferred for a period of five (5) years from the date of issuance of the use and occupancy permit except in the event of the death or the legal incompetence of the child or if the lot is part of bankruptcy proceedings; or with approval of the Department of Planning and Zoning, subject to review and recommendation of the Agricultural Land Preservation Advisory Board. Upon such request and recommendation of the Agricultural Land Preservation Advisory Board, Grantee shall execute and deliver to the child, his/her personal representatives, successors and assigns, an instrument in recordable form releasing such lot from the force and effect of this Deed of Easement and all covenants, conditions, limitations and restrictions herein set forth.

G. The exclusion of lots pursuant to the provisions of paragraph F above from the force and effect of this Deed of Easement and all covenants, conditions, limitations and restrictions herein set forth shall be subject to the following conditions:

1. The total number of such lot exclusions may not exceed one (1) lot for each twenty-five (25) acres contained within the above-described land or four (4) lots per easement property, whichever is less; and

2. The maximum size of any lot so excluded may not exceed a maximum lot area of two (2) acres, including within such area all Harford County right-of-way requirements unless waived by the Director of Planning, with the review and recommendation of the Agricultural Land Preservation Advisory Board; and

3. The Grantor requesting lot exclusion shall be required to repay the County for each lot so excluded in an amount equal to the amount paid per acre by Harford County to the Grantor to acquire the above-described land plus all costs associated with the establishment of such lot.

H. The rights reserved to the Grantor under paragraph F to request a lot exclusion shall be deemed a personal covenant only, and one that is not intended to run with the land and shall belong only to, and may be exercised only, by the Grantor named in this instrument.

I. The Grantor and all future landowners of the said property reserves the right to use the above-described land for any agricultural use as defined in the Agricultural Land Preservation and Purchase of Development Rights Program and including those uses contained in Section 267-43(F) of the Harford County Zoning Code, as amended, and further reserves all other rights, privileged and incidents to the ownership of the fee simple estate in the above-described land not hereby conveyed or otherwise limited by the covenants, conditions, limitations and restrictions herein set forth.

J. This instrument shall not be deemed to provide for or permit public access to any privately owned land except for periodic inspections by the Grantee.

K. The easement conveyed to the Grantee for the parcels of land described in Exhibit A is based upon _____ acres.

The Grantor further covenants that the Grantor has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that Grantor will warrant specially the property interest hereby conveyed; and the Grantor will execute such further assurances of the same as may be required.

As used herein, the singular form of a word includes both the singular and plural, the plural form of a word includes both plural and singular, and reference the words of certain gender includes reference to all genders.

No determination by any court, governmental body or otherwise that any provision of this Deed of Easement is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest

fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

WITNESS THE HAND AND SEAL of the undersigned.

WITNESS:

_____(SEAL)

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 200__, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and they acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

I HEREBY CERTIFY that the foregoing Deed of Easement was prepared on behalf of Harford County, Maryland by or under the supervision of a member of the Bar of the Court of Appeals of Maryland.

**EXHIBIT A
TO DEED OF EASEMENT**

Description of Land

**EXHIBIT B
TO INSTALLMENT
PURCHASE AGREEMENT**

PERMITTED ENCUMBRANCES

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company (all clauses, if any, which indicate any preference, limitation or discrimination based on race, color, religion or national origin are omitted from all building and use restrictions, covenants and conditions, if any, shown herein):

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for the value of record the estate or interest or mortgage thereon covered by this +commitment.
2. Rights or claims of parties other than the insured in actual possession of any or all of the property.
3. Special assessments against the property which are not shown as existing liens by the public records.
4. Real estate taxes, other public charges (including, but not limited to, assessments by any county, municipality, Metropolitan District or Commission) and the balance of any such changes payable on an annual basis which are not yet due and payable.

**EXHIBIT C
TO INSTALLMENT
PURCHASE AGREEMENT**

ASSIGNMENT

FOR VALUE RECEIVED, THOMAS P. ENSOR AND CHARLOTTE A. ENSOR

(the "Registered Owner"), subject to the approval of Harford County, Maryland, hereby sell[s], assign[s] and transfer[s] unto _____, without recourse, all of the Registered Owner's right, title and interest in and to the Installment Purchase Agreement to which this Assignment is attached; and the Registered Owner's hereby irrevocably directs the Registrar (as defined in such Agreement) to transfer such Agreement on the books kept for registration thereof. The Registered Owner hereby represents, warrants and certifies that there have been no amendments to such Agreement [except _____].

Date: _____

WITNESS OR ATTEST: _____

NOTICE: The signature on this Assignment must correspond with of the name of the Registered Owner as it appears on the registration books for the Installment Purchase Agreement referred to herein in every particular, without alteration or enlargement or any change whatever.

ADD NOTARY ACKNOWLEDGMENT

Transfer of the foregoing Installment Purchase Agreement, as indicated above is approved
this ____ day of _____, 20__.

Harford County, Maryland

By: _____
David R. Craig
County Executive

HARFORD COUNTY BILL NO. 07-29

Brief Title Agricultural Land Preservation – Ensor

is herewith submitted to the County Council of Harford County for enrollment as being the text as finally passed.

CERTIFIED TRUE AND CORRECT

Barbara J. O'Connor
Council Administrator

Date September 18, 2007

ENROLLED

Billy Bonface
Council President

Date September 18, 2007

BY THE COUNCIL

Read the third time.

Passed: LSD 07-26

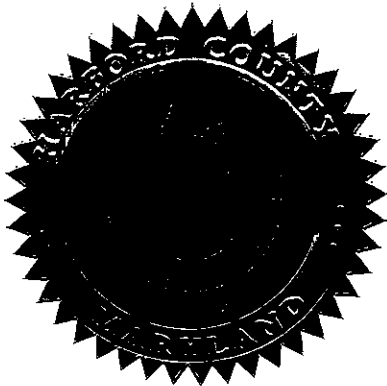
Failed of Passage: _____

By Order

Barbara J. O'Connor
Council Administrator

Sealed with the County Seal and presented to the County Executive for approval this 19th day of September, 2007 at 3:00 p.m.

Barbara J. O'Connor
Council Administrator



BY THE EXECUTIVE

David R. Craig
COUNTY EXECUTIVE

APPROVED: Date September 20, 2007

BY THE COUNCIL

This Bill No. 07-29 having been approved by the Executive and returned to the Council, becomes law on September 20, 2007.

EFFECTIVE DATE: November 19, 2007

Barbara J. O'Connor
Barbara J. O'Connor,
Council Administrator